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4-15-1983

Area Grocers Association and United Food and Commercial Workers, Local 1116 (1983)

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Area Grocers Association and United Food and Commercial Workers, Local 1116 (1983)

Location

Northern MN; Northern WI

Effective Date

4-15-1983

Expiration Date

4-15-1985

Number of Workers

1200

Employer

Piggly Wiggly; Red Owl; Super Valu; IGA; Big Dollar

Union

United Food and Commercial Workers

Union Local

1116

NAICS

44

Sector

P

Item ID

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Comments

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PAID TO THE OFFICE

Agreement

BETWEEN

Local 1116

UFCW — AFL-CIO

AND

Area Grocers Association

PIGGY WIGGLY

RED OWL

SUPER VALU

IGA

BIG DOLLAR

APRIL 15, 1983 — APRIL 15, 1985



X 4/85

**UNION OFFICE HOURS
9 TO 5, MONDAY THRU FRIDAY**

**BERT A. HARSTAD, PRESIDENT
PHONE (218) 728-5174**

**HEALTH INSURANCE & PENSION
SHIRLEY HANSEN, ADMINISTRATOR
PHONE (218) 728-4231**

Your Local has a competent office staff to answer any questions you might have regarding your dues, health insurance, pension, grievances, rate of pay, withdrawal cards, etc.

Our objective is to work together to better wages, benefits and other working conditions of our members, and to enforce the existing Union Contract with your Employer.

Your Business Representative is: _____

Your Shop Steward is: _____

You are urged to get to know your Business Representative and your Shop Steward. Both are available to answer any questions you may have, and to help you at all times. Remember, THIS IS YOUR UNION! Make the most of it by attending meetings regularly and taking an interest in all Local 1116 activities.

MONTHLY MEETING SCHEDULE

AREA	DATE & TIME	PLACE
Hibbing-Chisholm	1st Thur., 8:00 p.m.	Hibbing Mem. Bldg.
Grand Rapids	2nd Tue., 7:00 p.m.	Amer. Legion, G.R.
Virginia, Eveleth & Area	2nd Tue., 8:00 p.m.	Carpenters Hall, Vir.
Duluth	2nd Wed., 8:00 p.m.	Union Office
Two Harbors	2nd Thur., 7:30 p.m.	V.F.W., Two Harbors
Cloquet	3rd Mon., 7:30 p.m.	Cloquet Labor Tem.
Superior	4th Tue., 7:00 p.m.	Superior Labor Tem.

REQUESTS FOR SPECIAL MEETINGS

Contact Union Office
(218) 728-5174

AREA CONTRACT WITH
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL NO. 1116

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THIS AGREEMENT is entered into and is effective on this 15th day of _____, 19____, between _____ hereinafter referred to as the Employer, and the United Food and Commercial Workers Union Local No. 1116, chartered by the United Food and Commercial Workers International Union and hereinafter referred to as the Union.

ARTICLE 1.
INTENT AND PURPOSE

1.1 The Employer and the Union in recognition of the need of continuous service through cooperation, mutually agree to cooperate fully for harmonious relationship, efficient store operation, and maximum service.

1.2 All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Company and remain exclusively within the rights of the Company.

1.3 The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

1.4 In consideration of the mutual promises herein contained and for the purposes of creating a working agreement by and between the Employer and its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE 2.
RECOGNITION

2.1 The Employer recognizes said Union as the sole representative of the employees in the classifications set forth in this Agreement for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified, excluding all store managers, meat department employees, watchmen, guards and supervisors as defined in the National Labor Relations Act as amended.

2.2 The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

2.3 Any department or space leased out, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and United Food and Commercial Workers Union Local #1116. The parties understand and agree that the

jurisdiction of the Union includes the work and services connected with the handling or selling of merchandise to the public, with those limitations as set forth in the exclusions of the unit descriptions in Section 2.1 of this Article 2.

2.4 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give the Union and the employee affected one week's (7 calendar days) notice of termination of employment where the Employer is terminating his business or selling the same. Where the employee works less than his normal schedule after the notice he shall receive his normal pay. The Employer shall give notice of his intent to sell not later than seven (7) days prior to the close of the sale.

2.5 Should the Union negotiate any term, provision or condition or a collective bargaining agreement with an employer competitor to the employer signatory hereto, then the employer signatory hereto shall, at its election be able to adopt such term, provision or condition as a term, provision or condition of its contract. If a term, provision or condition already exists in this contract, then the other term, provision or condition which is, in the opinion of the employer, more beneficial to the employer signatory hereto, it shall be substituted therefor. If such term, provision or condition of a competing employer does not appear in this contract, then it shall be added to this contract the same as if it were originally contained herein. Acceptance of one part of the settlement made by competing employers will result in the employer being required to accept all of that settlement made by the competing employers and adopt each and every provision and condition of the contract arrived at by the competing employers.

2.6 This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement and this contract and Union representation thereunder shall also extend to any extension, expansion, or relocation of such present operations now represented by this Local Union in the geographical area of jurisdiction that is covered under the charter of this Local Union.

ARTICLE 3. UNION SECURITY

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this

Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

3.2 The Employer agrees to deduct Union dues and initiation fees and/or re-instatement fees and uniform assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

3.3 The deduction of the Union dues shall be made on a monthly basis and shall be promptly forwarded to the Union after such deduction is made. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement be authorized to alter or amend the functional procedures of this section only if necessary.

3.4 The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 above, to have a new employee complete a union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee. This provision shall be subject to the letter of interpretation attached hereto and made a part hereof.

ARTICLE 4. HOURS OF LABOR

4.1 All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated for at one and one-half (1½) times the regular hourly rate. In weeks wherein a holiday is celebrated, the work week shall be thirty-two (32) hours, four (4) days of eight (8) hours each.

4.2 All employees, excluding utility, shall be paid time and one-half (1½) for all work performed on the sixth (6th) day of a regular work week and on the fifth (5th) day of a holiday week.

4.3 All time worked shall be consecutive, except up to one (1) hour by mutual agreement shall be allowed for lunch each day if the employee works more than four (4) hours. Lunch

to be scheduled as near as possible to mid-shift. No employee shall be scheduled to work in excess of five (5) hours without a meal period. Any employee who has worked a regular full day shift and is required to work after 6:00 p.m. in night operations shall receive a twenty (20) minutes supper period with pay. If said employee takes in excess of twenty (20) minutes, the Employer is not required to pay for the supper period.

4.4 Call in pay shall be four (4) hours for full-time and part-time employees; except in case of emergency, when call in shall be two (2) hours for all employees. There shall be no pyramiding or duplicating of daily, weekly overtime or premium pay.

4.5 No employee shall be scheduled for less than fifteen (15) hours per week.

4.6 It is expressly understood and agreed that the Employer shall establish a regular starting time for each employee. A record of such starting time shall be furnished to Local Union No. 1116 upon request. It is further agreed that each Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of Local No. 1116. The payroll records will be available for a maximum period of five (5) years.

4.7 Work schedules for all regular employees, full-time, part-time and utility, shall be made up for a two week period. The schedule shall be posted for any two week period no later than Friday at 2:00 p.m. preceding the first week of the two week period. When posting the schedule, the Employer shall show the employee's first and last name on the schedule in ink. All full-time and part-time employees, exclusive of utility, shall have the opportunity within two weeks prior to the posting of the schedule for the next two weeks prior to request of the Company, in writing, a particular day or days off. If the requested day or days off are for a justifiable reason, the Employer will make every effort to schedule the employee so he receives his requested day or days off without loss of hours, based on seniority. Once the schedule for any two week period is posted, there shall be no change in the schedule for that two weeks, except for emergencies. Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make every effort to notify the employees. Employees will make every effort to notify the Employer in advance when they will not be available for work.

Full-time employees shall be scheduled so as many full-time employees as possible, based on seniority and consistent with the needs of the business, receive either a Saturday or a Monday off every weekend, so that as many full-time employees as possible, based on seniority, and consistent with the needs of the business, will receive two consecutive days off, including Sunday, every week. The scheduling of full-time employees shall be on the basis of seniority with regard to the efficient operation of the store.

4.8 Employees, if absent, shall call in daily, or shall report the length of time that they expect to be absent from work. If absent for more than three (3) days, the employee shall report his availability for work at least twenty-four (24) hours prior to the time that he expects to report for work or prior to the time the Employer makes up his schedule for the next week.

4.9 Each employee who works more than four (4) hours shall receive a fifteen (15) minute rest period. Employees who work seven (7) hours per day or more shall receive two fifteen (15) minute rest periods, one before lunch and one after lunch.

4.10 Employees shall be paid in full for all time spent in the service of the Employer. All employees currently being paid on a weekly payroll basis shall continue to be paid on a weekly payroll basis.

4.11 Store operating hours shall be set by each Employer on Monday through Saturday, inclusive. In order to preserve bargaining unit work, no store shall be open for service of customers on Sundays or holidays designated herein or during the hours referred to in the article covering holidays.

4.12 Company Meetings. Required attendance at company meetings shall be paid for at the employee's regular wage rate for the time actually spent at the meeting. Any meetings in excess of four per calendar year shall entitle the employee to no less than the guaranteed call in time at the proper hourly wage rate, inclusive of premium rates and overtime if applicable.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 The Employer shall not require employees to perform work coming under the jurisdiction of the Meat Department.

5.2 The temperature of the store shall be maintained at a level to insure the comfort of the employee and the efficient and proper operation of the business, emergencies and acts of God excepted.

5.3 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours employees covered by this Agreement are at work, for the purpose of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such manner as not to interfere with the orderly operation of the Employer's business.

5.4 The Employer shall have the right to adjust wages of his employees provided such adjustment are made over the contract wage rate range, and provided further that such adjustments are made within the contract period.

5.5 Tools shall be furnished by the Employer and maintenance of tools shall be on the Employer's time. All tools and equipment shall be maintained in an operable condition.

5.6 All employees shall present themselves on time, ready for work, clean and neat in appearance, in accordance with written company policies, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the Shop, the Employer and the Union.

5.7 No employee shall make any written or verbal agreement that will conflict with this Agreement.

5.8 Any employee, at the date of entering into this Agreement, receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.

5.9 No employee shall be required to make good any bad checks cashed, unless said checks have been cashed in violation of store rules and regulations that have been posted in a conspicuous place in the store for at least thirty (30) days and a copy to the union.

5.10 Customers in the store at closing time shall be waited upon by the employees, provided the doors were closed at the store's regular closing time.

5.11 The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging his duties, provided such duties do not interfere with the regular performance of his work, for the Employer or in any way interfere with the operation of the business. It is agreed and recognized, however, that the Employer shall give reasonable consideration to mutually agreed to and adequate time to allow a steward to perform the functional responsibilities of the appointment, without compensation from the Employer.

5.12 Labor Management Committee: There shall be established a Labor Management Committee, which shall consist of three representatives of the employers, two of whom shall be representatives of the Area Grocers Retail Association with an equal number of representatives from the Union. This Committee will meet at least quarterly to resolve any grievances or problems relative to the application and interpretation of the contract that have a broad, general basis, or overtone. The Committee shall not be involved with, nor have authority, nor be responsible for the settlement or processing of individual grievances or problems.

5.13 The Union shall use its best efforts as a labor organization to enhance the interests of the company as an employer of union labor.

5.14 Members of the Union may wear the union button when on duty.

5.15 The Company shall provide a bulletin board on which the Union may post notices pertaining to union business.

5.16 Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

5.17 The Employer will comply with all legal requirements for the safety and health of their employees during the hours of employment, and shall provide a first aid kit containing bandages, etc.

5.18 If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

5.19 Any employee who serves in the National Guard for military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit which they serve. Such employee shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties of his earned vacation.

5.20 The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

5.21 The Employer shall not request the employee to take a lie detector test not in conformance with the law.

5.22 Non-Discrimination Clause. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of

employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee or employment opportunities because of his race, color, religion, sex, national origin, age, or physical handicap.

ARTICLE 6. LAUNDRY-UNIFORMS

In the event the Employer requires his employees to wear smocks, aprons, jackets, caps, uniforms or insignia, the Employer shall furnish and maintain same. In the event the Employer furnishes to the employees drip-dry uniforms, and the employees accept the same, the employees shall launder the uniforms. Jackets or raingear for utility employees will be available for inclement weather. Jackets for unloading trucks will be available. Where the Employer is presently furnishing and maintaining uniforms, they shall continue to do so.

ARTICLE 7. NO STRIKE NO LOCKOUT

7.1 The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, sitdown or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

7.2 Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary legal picket line, including the primary legal picket line of Unions party to this Agreement, and including primary legal lines at the Employer's places of business.

ARTICLE 8. VACATIONS

8.1 Full-time employees who have been employed by the Employer for a period of one (1) year or more shall receive one (1) year or more shall receive one (1) week's vacation with pay. Full-time employees who have been employed by the Employer for two (2) years or more shall receive two (2) weeks' vacation with pay. Full-time employees with seven (7) years of service or more with the Employer shall receive three (3) weeks' vacation with pay. Full-time employees

with fifteen (15) years of service or more with the Employer shall receive four (4) weeks' vacation with pay.

8.2 Full-time employees with six (6) months or more of continuous service with an Employer who quit, are laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation. Such pro-rated vacation to be based on the length of time an employee served from the date of employment during the first year and thereafter the length of time an employee served since his last anniversary date of employment, pro-rated.

8.3 Part-time employees working under twenty-eight (28) hours per week shall be entitled to vacation of one (1) week with pay after the first year, two (2) weeks after the second year, three (3) weeks after the seventh year, and four (4) weeks after the fifteenth (15) year, with their pay to be based on the average number of hours worked on a weekly basis during the year. Part-time employees, exclusive of utility, in order to qualify for vacation must have worked six (6) months or more in their anniversary year.

8.4 An employee who at the date selected for his vacation has less than one (1) year, but six (6) months or more of continuous service with the same employer, shall be entitled to a part of one (1) week's vacation pay equivalent to the part of the preceding twelve (12) months that such employee has been employed.

8.5 Full-time employees taking their vacation during a holiday week shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

8.6 Vacation pay for full-time employees shall be at the employee's straight time rate and shall be based upon the average number of hours worked for each week in the preceding year for each week of vacation to which the employee is entitled, inclusive of overtime.

8.7 Vacation shall, as far as possible, be granted for the period preferred by the employee, but should the granted time requested by the employee interfere with the operation of the business, the Employer and employee will mutually arrange a vacation time as near as possible to the time desired by the employee that will not interfere with the operation of the business. As between employees requesting the same vacation period, the request of the senior employee shall prevail. Each employee will be notified of his or her vacation period as far in advance as practicable. The Company reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited. Vacation pay will be paid at the beginning of

the vacation period, if requested. In those stores whose problems arise and/or in those stores where mutual agreement can be achieved, a procedure for vacation selection shall be adopted as a matter of company policy. In each store, the following may be gone on vacation at any one time: A minimum of one full-time grocery employee; one part-time grocery employee; one meat department employee. In no instance may more than one department head (other than one grocery department head and one meat department head) be on vacation at the same time.

8.8 Part-time employees who move into a full-time position with the same employer shall receive credit on their vacation schedule for time spent as a part-time employee. Example: A part-time employee for six years receives two (2) weeks' pro-rated vacation and then moves to full-time for one year then has seven years with the Employer. That employee shall receive two (2) weeks' pro-rated vacation and one (1) week of forty (40) hours.

8.9 An employee absent from work because of workman's compensation, injury, accident, or illness verified by a doctor's certificate, if requested, will have the time absent from work for any one of those reasons counted as time worked for a period of up to two (2) months.

ARTICLE 9. HOLIDAYS

9.1 Employees shall not work on Sundays nor the following days: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and after 2:00 p.m. Christmas Eve. Starting in 1980, the Good Friday holiday shall be converted to a paid personal leave based on the number of hours paid by the Employer in each individual store for Good Friday in 1980. The time off shall be determined by mutual agreement between the Employer and the employee affected. In addition to these holidays, one additional day off with pay shall be granted to individual employees by mutual agreement between the Employer and the employee so that employees on an individual basis will have a three-day weekend counting their regular day off. Part-time employees shall be entitled to receive a personal holiday after 520 hours of employment. Employees shall also be granted an additional holiday with pay to be taken on the employee's birthday. Effective April 15, 1983, new employees after completing one (1) year of employment shall receive the birthday holiday and personal holiday provided they meet the other qualifications.

9.2 It is agreed that no employee shall work after 2:00 p.m., December 24th, Christmas Eve. No deduction shall be made for time not worked after 2:00 p.m., December 24th, Christmas Eve.

9.3 Full-time employees shall receive eight (8) hours straight time pay for any of the above mentioned days, if the employees have worked during the holiday week their scheduled day before and their scheduled day after the holiday, except for bona fide illness.

9.4 Regularly scheduled part-time employees, exclusive of utility employees, working in any holiday week, who have worked ninety (90) calendar days for the Employer and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to holiday pay when the holiday falls on their regularly scheduled work day for the number of hours they were scheduled on that day, not to exceed eight (8) hours of straight time pay. Holiday pay will not be computed in the payment of overtime or full time wages.

9.5 In the event any of the above mentioned holidays fall on Sunday, the following Monday shall be observed as a holiday for the purposes of this Article.

9.6 When a holiday occurs within a work week, the regular hours for that week shall be thirty-two (32). All time worked in excess of thirty-two (32) hours in a work in which a holiday occurs shall be paid for at one and one-half (1½) times the employee's regular rate of pay. During the week in which Christmas Eve occurs, the basic work week shall be twenty-nine (29) hours. When Christmas Eve falls on Sunday, the preceding basic work week will be thirty-seven (37) hours, and the following basic work week will be thirty-two (32) hours.

9.7 No employee shall be rescheduled during the holiday week to avoid payment of holiday pay. Should a dispute arise with respect to an employee's being rescheduled, the employee's previous schedules for a period of up to six (6) weeks shall be reviewed. Employees shall not be rescheduled to avoid payment of holiday pay.

ARTICLE 10. SENIORITY

10.1 Definition. Seniority shall be defined as the length of continuous service with the Employer while working under the jurisdiction of this Agreement.

10.2 Seniority shall prevail in regard to laying off, reduction in hours, and rehiring, provided the employee is

qualified to do the work available and works at the contract rate. Seniority may be exercised for layoff and rehire against the most junior employees in Section A, B, and C below in the following order:

- A. Among the employees within each seniority group as provided for in Paragraph 10.6 within each store;
- B. Among all of the employees within each store;
- C. Among all of the employees employed by a company in each individual town.

10.3 All classified employees as provided for in this Agreement shall acquire super seniority in the store where they are employed.

10.4 A full-time employee reduced in hours may elect to (1) displace a less senior full-time employee's hours on a daily basis within his store; or (2) displace a less senior full-time employee's hours within the city on a weekly basis; or (3) displace the most senior part-time employee within the store on a weekly basis. Such full-time employee must be qualified and available to perform such work in each instance.

10.5 In each instance moreover, it is understood that an employee will not exceed eight (8) hours per day or forty (40) hours per week. In the event two (2) or more part-time employees are employed in the same store, a senior part-time employee, if qualified and available, may claim the total schedule of hours of a particular less senior part-time employee. It is specifically understood that this is an exchange of total hours, not an add on, and that part-time employees may not claim partial hours of another part-time employee's schedule. Such claim shall be made in writing, and to be made only when there is an opening or change of schedule. No less senior part-time employee will be scheduled for more hours than a more senior part-time employee.

10.6 Separate seniority lists shall be established for the following seniority groups:

- 1. Full-time Grocery Employees;
- 2. Part-time Grocery Employees; and
- 3. Utility Employees.

10.7 When an opening occurs for full-time employees, part-time employees shall be given the first opportunity to fill such opening, provided they have the ability to perform the work. Part-time employees will not accrue seniority over a full-time employee but will have seniority as far as other part-time employees are concerned. Seniority will not apply to the rescheduling of hours of work of part-time employees, except as provided herein. No part-time employee

shall have his hours reduced in an effort to discriminate against said part-time employee. Seniority in regard to all matters other than layoff, rehire, or reduction in hours shall be limited to each seniority group (1) full-time grocery employees, (2) part-time grocery employees, and (3) utility employees, as provided for herein. Utility employees will be given the opportunity for part-time positions within their store, based on their seniority, provided they have a good record, ability, and have notified their Employer in writing of their desire to be considered for the position. The Employer during a calendar year shall give utility employees who are available and qualified, preference in filling 50% of the part time job openings that occur based on seniority.

10.8 Full-time employees shall be any employee who works twenty-eight (28) hours or more per week.

Part-time employees shall be any employee who works less than twenty-eight (28) hours per week.

Utility employees shall be employees who perform only those duties as described in 10.9.

10.9 The duties of utility employees shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors; cleaning the parking lot and other adjacent areas outside the store; returning shopping carts to the store; cleaning areas around the check out lanes; cleaning rest rooms; collecting and sorting bottles; disposing of trash and rubbish; hanging of window signs and washing of store windows, and shall work less than twenty-eight (28) hours per week.

10.10 Full-time employees shall be paid the appropriate full-time rate for their length of service inclusive of the past comparable service. Part-time employees shall be paid the appropriate part-time rate for their length of service, inclusive of the past comparable service. Should a part-time employee work twenty-eight (28) hours or more in any week, they shall be paid the starting full-time rate for all hours worked that week. Should a utility employee work twenty-eight (28) hours or more any week, they shall be paid the part-time rate based on their length of service by hours according to the part-time schedule for all hours worked that week.

10.11 Under the terms of this Agreement, part-time employees are those employees who are working under twenty-eight (28) hours per week. It is specifically understood and agreed that those employees who are presently working and continue working, between 24 and 28 hours per week, and who are being paid the applicable full-time rate and receiving order applicable fringe benefits as per the previous contract,

will continue to receive full-time wages, benefits and will continue to progress as under the previous contract. Employees previously grandfathered under the prior contract who were working between 20 and 24 hours per week will continue to be grandfathered under the above language.

10.12 New employees or employees whose seniority has been terminated in accordance with Section 10.13 shall obtain seniority after thirty (30) days from the date of employment, at which time their seniority shall take affect and date back to their last date of hire.

10.13 An employee shall cease to have seniority if the employee:

- A. Quits;
- B. Is discharged for cause;
- C. Fails to return to employment after layoff, and reasonable notice of recall;
- D. Is absent for any reason except military service for a period of one (1) year or more;
- E. No employee shall lose seniority because of sickness or accident or for any reason beyond the control of the employee subject to this one (1) year limitation, except as provided for in Article 19.1B; or
- F. After six (6) months as a supervisory employee.

10.14 Seniority listings of all employees employed by the Company in each individual town shall be posted in a conspicuous place in each store and kept current.

10.15 Where a full-time employee can be hired in the place of two (2) part-time employees, this shall be done.

10.16 Whenever the ratio in a store reaches one full-time employee to four part-time employees, the Employer will then be required to replace a vacancy left by a full-time employee with a qualified part-time employee, based on seniority, and from the store, if a part-time employee is available and qualified. With respect to any Employer with more than one store, the Employer may elect to apply this on the basis of geographical area. Such election shall be made once during the term of this Agreement and shall be made by August 1, 1980. The ratio for each employer shall be established by August 1, 19__, and shall be agreed to in writing by the parties with advice of counsel by August 1, 19__, and appended hereto. If an Employer's ratio should be in excess of four part-time to one full-time employee, that ratio shall not be increased during the contract term.

Should an Employer's ratio be less than four part-time employees to one full-time employee, that ratio shall not change except for justifiable business reasons or attrition. The Union will have the right to grieve at any time that the Employer varies from the requirements of the ratio, provided that the Employer may act in a manner consistent with the needs of the business, and may request that the Union allow a variance in the ratio justified by the needs of the business in handling the replacements or in creating additional jobs. The Union agrees that it will act reasonable, fairly, and consistent with the needs of the business in determining their position and response to the Employer's request. Should a difficulty or dispute develop with regard to the ratio, the Union and Employer will meet to resolve the dispute reasonable and consistent with the above provisions.

10.17 An employee's seniority shall be given reasonable consideration with respect to shift preference and day off preference, as long as it is reasonably consistent with the needs of the business.

ARTICLE 11. UNION LABEL CARDS

The Union label, card or decal is the property of the Local Union No. 1116 at all times and is loaned to the Employer while this contract is in effect and is to be displayed in a conspicuous place.

ARTICLE 12. EMPLOYMENT TERMINATION

12.1 The Employer shall be entitled to one (1) week's notice of an employee's intention to quit. Failure to give such notice shall result in a forfeiture of vacation pay for a period equal to the time deficiency in giving notice.

12.2 Any new employee shall be subject to discharge at the option of the Employer during the first thirty (30) days of employment after the last date of hire. The probationary period may be extended upon the Employer's request by mutual agreement between the Employer and the Union.

12.3 The Employer shall not discharge nor suspend any employee without just cause. In respect to discharge, the Employer shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union. No warning notice need be given to an employee where he is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job, willful insubordination, or willful destruction of property. In addition, no warning notice need be given in the instance of a suspension which is defined as a removal

from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. A warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the warning notice. All discharges must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice. It shall comply with the grievance machinery set forth herein.

ARTICLE 13. AGREEMENT VIOLATIONS

13.1 All claims for back pay for loss of wages arising under this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) days from the pay day following the accrual of the claim, and if not made within such period a claim will be barred. The Employer shall not be required to pay back pay on grievance for more than a ninety (90) day period prior to the filing of the grievance.

13.2 If the Employer willfully fails to grant wage increases in accordance with the contract or willfully fails to pay utility employees the proper rate of pay when they do work outside the limitations as provided in Article 10, Section 10.9 herein, the penalty assessed shall be in an amount double that provided for, but shall not exceed one hundred eighty (180) days.

ARTICLE 14. GRIEVANCE AND ARBITRATION PROCEDURE

14.1 Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, an earnest efforts shall be made to settle such differences immediately under the following procedure by negotiations:

A. Between the employee affected and his department head or between the employee affected, the steward, and the department head.

B. By the steward and a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.

C. Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of the Agreement which has not been concluded through the above procedure within ten (10) days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within three (3) days to a Board of Arbitration, composed of three (3) members, one designated by the Employer, one designated by the Union, and the third to be mutually agreed upon by the representatives of the parties. Should the representative of the Union and the Employer fail to agree upon a third party within three (3) additional days, the third person shall be appointed as follows: the party initiating the arbitration procedure shall request a panel of five names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking four names, the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.

14.2 The entire matter in controversy as aforesaid shall be referred to this arbitration board for disposition and whatever disposition is made shall be binding upon the Union, employee and Employer. However, such Board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

14.3 The decision of the majority of the Board of Arbitration shall constitute the decision of the Board of Arbitration and be final. Should any expense be involved for the service of the above mentioned third member of the Board of Arbitration, such expense shall be borne equally by the Employer and the Union.

14.4 At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

14.5 All grievances must be submitted in writing within thirty (30) calendar days of their occurrence to receive consideration or they are barred.

14.6 In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable attorneys' fees required up to Two Hundred Dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Two Hundred Dollars (\$200.00) to the refusing party.

ARTICLE 15.
HEALTH AND WELFARE AND PENSION

15.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund and the Northern Minnesota-Wisconsin Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

15.2 A. FULL-TIME HEALTH & WELFARE CONTRIBUTION RATES:

The Employer agrees to increase the present monthly contribution of One Hundred Dollars (\$100.00) per month for each full time employee to the Health and Welfare Fund as follows:

1. Effective June 1, 1983, based on May, 1981 hours, an increase of \$35.00 per employee per month, bringing the new contribution to \$135.00 per employee per month.
2. Effective December 1, 1983, based on November, 1983 hours, an increase in an amount necessary as determined by the trustees to maintain the benefits.

B. PART-TIME HEALTH & WELFARE CONTRIBUTION RATES:

The Employer agrees to increase the present monthly contribution of Thirty-six and Fifty Cents (\$36.50) per month for each part-time employee to the Health and Welfare Fund as follows:

1. Effective June 1, 1983, based on May, 1983 hours, an increase of \$23.50 per employee per month, bringing the new contribution to \$60.00 per month.
2. Effective December 1, 1983, based on November, 1983 hours, an increase in an amount necessary as determined by the trustees to maintain the benefits.

15.3 The Employer agrees to pay the full-time contribution rate for each employee working an average of twenty-eight (28) hours per week or more, exclusive of utility, and who is on the payroll on the first day of any month, in accordance with the following rules: (1) New employees hired shall have payment made on their behalf by the employer commencing on the first of the month following their date of employment, providing the employee has worked one or more weeks at twenty-eight (28) hours per week average prior to said first of the month. (2) Payment to the Fund on behalf of the employees who are terminate due to discharge or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination. (3) Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf on the first of the month following their return to work, providing the employee has worked one or more weeks at twenty-eight (28) hours per week average prior to the first of said month.

The Employer agrees to pay the part-time contribution rate on part-time employees (those working less than 28 hours per week), exclusive of utility, as the Trustees shall determine for the schedule of benefits and program provided for the part-time employees by Trustees action.

15.4 In the event of absence of an employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the employee leaves active employment due to injury, illness, or sickness. In the event of leave of absence or military leave or in the event of employees who are laid off or are off because of illness, sickness, or injury beyond the said three (3) month period they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their employers after the respective date that contributions by the employers cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

15.5 During the times that the employees covered hereunder are on vacation, the Employer shall continue to pay the necessary contributions to secure coverage for the employees.

15.6 Effective the date of this Agreement, the Employer agrees to continue its present Fifty Cents (\$.50) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employee (exclusive of utility). For the purpose of this section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any full-time or part-time employee, and shall include, pursuant to said 40 hour limitation, any holiday or vacation time for which any said employee of the Employer is entitled to straight time pay under the terms of this Agreement. It is understood and agreed that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state and federal laws and regulations.

A. Effective June 1, 1983 an increase of five cent (\$.05) per hour, bringing the contribution level to Fifty-five Cents (\$.55) per hour.

B. Effective September 1, 1983 an increase of five cents (\$.05) per hour, bringing the contribution level to Sixty Cents (\$.60) per hour.

C. Effective June 1, 1984, an increase of five cents (\$.05) per hour, bringing the contribution level to sixty-five cents (\$.65) per hour.

15.7 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees covered under the collective bargaining agreement, or for whom contributions are required. The failure of an employer to pay all amounts due

within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent employer to a payment of liquidated damages of an additional ten percent (10%) of the amount due plus all costs and reasonable attorney's fees incurred in connection therewith. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the interest as provided by law to be charged by the IRS on delinquent or deficient tax returns.

If legal action is taken to recover the amount due the Trust Fund, the delinquent employer shall also be required to pay all court costs including reasonable attorney fees. In addition to the other provisions as herein set forth, any employer who is delinquent in his payments to the Trust Fund shall make such employer primarily liable and responsible to its employees or employees' estates for any claim for benefits accruing to such employees or employees' estates which would otherwise be due such employees or employees' estates under the administration of this Trust Fund. The payment of any and all claims shall not operate to relieve such employer from his liability to make the payments due the Trust Fund, including the liquidated damage payment.

Any Employer who on more than one occasion during any one year becomes delinquent in its payment to the Trust Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions which it was obligated to make during the preceding calendar year.

Non-payment, by any Employer, of any contribution or other moneys owed to the Fund shall not relieve any other Employer from his or its obligation to make required payments to the Trust Fund.

15.8 In no event shall the provisions relating to Health and Welfare and Pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bond fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare Fund and/or Pension Fund as directed by action of the Board of Trustees of these funds.

15.9 If the Employer fails to make prompt and timely payments of monthly contributions required by this Article

and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event, the Employer shall be fully and personally responsible to (and hereby agrees to pay) such employee or beneficiary or dependent for all such losses of benefits.

ARTICLE 16.
SHELF STOCKING

16.1 Except as hereinafter provided, outside salesmen shall not mark merchandise in the store, nor place merchandise on shelves, nor build displays. The stocking of shelves, building of displays and marking of merchandise shall be reserved exclusively for bargaining unit employees of the store. The salesmen may examine merchandise to determine whether or not it is properly marked or is being properly rotated.

16.2 A letter of agreement from each party shall be attached stating: "A penalty of \$50.00 per violation shall be paid to the local Salvation Army serving the town in which the violation occurs, when an Employer is found to have violated the shelf stocking provisions of the Agreement." A copy of the check or other proof of such payment shall be transmitted to the Union.

16.3 When salesmen are checking merchandise to determine whether or not it is being properly rotated, or is properly marked, they shall be permitted to remove the merchandise from the shelves, remark, dust and replace it. They shall not be permitted to put any additional merchandise on the shelves or bring new merchandise from the back room.

16.4 There shall be no stocking by Driver-Salesmen of drop shipments except as provided under 16.6. That shall be the bargaining unit employees' work.

16.5 Ice cream driver-salesmen can stock merchandise in display cases at any time.

16.6 Driver-Salesmen may stock the following items:

A. Dairy Products including but not limited to milk, cream, butter, cottage cheese.

B. Fresh Bakery Good (not including Christmas cakes, canned cakes, crackers, etc.)

C. Cosmetics.

- D. Baby Food.
- E. Spices.
- F. Household Wares.
- G. Cookies.

(It is further agreed the cookie salesmen will not be permitted to stock shelves in a particular store more than once during a calendar week. In addition, in the instance of displays which exceed ten cases of merchandise, one employee within the bargaining unit will assist the displayman.)

Driver-Salesmen in this section may stock once per day unassisted. Any call back on that particular day, no stocking may be done without the assistance of a bargaining unit employee.

16.7 Frito-Lay, Barrel-O-Fun, Old Dutch and similar suppliers must have a bargaining unit employee with the Driver-Salesmen at all times when stocking is done.

16.8 References in the above provisions to bargaining unit employees means those employees under the grocery contract, not including bakery/deli and meat department employees.

16.9 The shelf stocking limitation as set forth above, shall not be enforced prior to a new store opening, nor during major store remodelings or major resetting, nor for a period of two weeks following such re-opening or major remodeling. (For example, remodeling of any individual department in the store would not be considered a major remodeling.)

16.10 With respect to those items which are handled by the supplier, the supplier will be permitted to handle the merchandise by himself in such a manner as he feels serves his best interest. Included in this general type of supplier, but not limited to these, are the Archway Cookie supplier, the individual who supplies toys to the store, the supplier of pet food and pet accessories to the store, and the L'Eggs distributor. This provision shall not applied to leased out space.

ARTICLE 17. JURY DUTY

A full-time or part-time employee, exclusive of utility, who is called to serve on jury duty shall be paid for actual hours worked for the company. If this pay together with his jury duty pay does not equal his regular weekly pay, the Employer will make up the difference, provided the employee

works such hours as he is available during the hours when court is not in session. The above shall apply to petit jury duty only. An employee receiving full pay from his Employer while serving on jury will be required to turn in to his Employer the jury duty pay for the period he served on the jury.

ARTICLE 18. FUNERAL LEAVE

The Employer agrees to pay full-time and part-time employees, exclusive of utility for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day, provided the employee attends the funeral, and provided the compensable day or days off fall on the employee's normally scheduled work days. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, legal guardian or any relative residing with the employee or with whom the employee is residing. A maximum of four (4) days funeral leave shall be granted in the event of the death of a spouse. The last day of the leave shall be the day of the funeral, except if the funeral is more than 200 miles from the employee's place of residence. In the event an employee would be entitled to funeral leave during the period they are on vacation one (1) day of funeral leave shall be allowed.

ARTICLE 19. LEAVES OF ABSENCE

19.1 Employees shall be entitled to written leaves of absence, for the following reasons:

A. Illness or injury of the employee which requires absence from work. Such absence shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that once each month after six (6) months the employee notifies the Union and the Employer of his whereabouts and status.

B. In cases of compensable injury, employees shall be granted a leave of absence for a period of one (1) year. Where required, two (2) six (6) months extensions shall be granted provided the employee notifies the Personnel Department in writing that such an extension is needed. In no event shall such a

compensable leave of absence exceed a total of two (2) years.

19.2 Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than eight (8) hours.

19.3 Maternity leave shall be granted in accordance with applicable laws and regulations.

19.4 A leave of absence for military service by the employee shall be granted as required by the provisions of the Veterans Re-employment Act.

19.5 Election or appointment to office in/or as a delegate representing the Union requiring either temporary or full time leave shall be granted by the Employer. Such leave shall not exceed the term of office to which he is elected.

19.6 Leaves of absence may be granted for any other reason acceptable to the Employer. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

19.7 Other leaves as per item 19.6 above shall run to a maximum of three (3) months for employees, to be renewed for such length of time as the employer and the employee may agree.

19.8 Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer, or who goes into business for himself, is subject to discharge.

19.9 Upon return to work from a leave of absence, the employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice of the Employer of availability for work prior to Thursday noon of any week, the Employer shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is given after Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared for the following week, and the employee will begin work the Monday thereafter.

19.10 Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein.

ARTICLE 20.
APPRENTICESHIP ADVANCEMENT

The parties recognize and agree that the classifications of journeyman in this Agreement require skill, knowledge, experience and ability which can only be acquired by training and work on the job in a retail food store under the direction and supervision of an Employer. Accordingly, provision is made in this Agreement for advancement through apprentice classifications on the basis of actual work per calendar month for the Employer, and apprentices will be promoted upon satisfactory completion of the period of employment training set forth in this Agreement.

ARTICLE 21.
RATE OF PAY

21.1 An employee shall be classified as an apprentice until he or she shall have received comparable experience in the grocery business to this classification under this contract for a period of thirty-six (36) months total employment.

21.2 Previous comparable experience during the past five (5) years shall be considered for the purposes of rate determination hereunder. All claims by employees for prior experience or disagreement by Employers as to prior experience, must be made within thirty (30) days of date of hire. An employee shall be classified as an experienced grocery employee from and after the time when he or she shall have completed their period of apprenticeship as required in this paragraph. All employees of the Employer who work in any of the grocery departments of the store of the Employer, except the Meat Department, shall be classified as grocery employees.

21.3 For the purposes of determining past experience, the employer agrees to furnish a record of employment to include the date of hire, dates of termination, total hours worked and classification upon request. In the event the Employer is unable to furnish said record, or if said record is unavailable within thirty (30) days after request, the employee's past experience shall be determined by the union based on membership affiliation or other reasonable evidence gained by the Union, subject to the right of the Employer to take the matter to the grievance procedure.

21.4 All employees doing night stocking work shall receive a \$.25 per hour premium over and above the regular hourly rate. The night premium of \$.25 per hour will be paid to all employees (inclusive of utility) working between the hours of 10:00 p.m. and 8:00 a.m., provided such employees are scheduled to start work prior to 5:00 a.m.

Full-time employees hired before April 15, 1971 as a result of the employment of new or present part-time employees, or new full-time employees, shall not be scheduled for less overtime hours (time and one-half for work in excess of 8 hours per day and 40 hours per week) than they averaged per week during the four week period beginning February 1, 1971 through February 27, 1971. However, October 10, 1971, and on the date of each subsequent wage increase one (1) hour per week may be reduced from the weekly hours of work of those employees. However, no employee hired before April 15, 1971 may be reduced more than five hours per week or at any time below 43 hours per week during the life of this Agreement. Hours reduced will be taken from the undesirable hours formerly paid at time and one-half.

21.5 If a utility employee performs duties other than as defined in Article 10, Section 10.9, he shall be paid in accordance with the part-time rate for the entire day.

21.6 All employees shall be scheduled to work the following minimum number of hours in any seven (7) consecutive days and shall be paid for the minimum number of hours per week as to hours of work hereinafter provided for in any week in which they are not scheduled to work the minimum number of hours hereinafter provided for: All employees shall be scheduled for not less than fifteen (15) hours per week.

21.7 For the purpose of computing wage rates, a full-time employee shall be defined as any employer who works twenty-eight (28) hours or more in any one week.

21.8 Relief grocery manager or relief classified employee relieving a grocery manager or classified employee on sick relief or vacation for one full week or more shall receive the regular manager's or classified employee's base rate of pay, whichever is higher.

21.9 Time for part-time progression to be computed by counting each week in which an employee works. Employees shall be paid in full for all time spent in the service of the Employer.

21.10 A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town shall not be made on a discriminatory basis.

21.11 Where practicable to do so, a full-time employee shall be replaced by a full-time employee.

21.12 If an employee is required to work in more than one store during his regular eight hour shift, he shall be paid his regular straight time rate of pay for time spent in transit, one way.

21.13 Present full-time and part-time employees (exclusive of utility) on the payroll as of April 14, 19 68, as a result of the elimination of time and one-half (1½) for work after 6:00 p.m. or work prior to 8:00 a.m. shall not be scheduled to work more of such hours per week then they averaged per week during the four (4) week period beginning March 11th through April 5, 19 68, except by mutual agreement.

21.14 It is understood that the Company may promote part-time employees to temporary full time status for the summer on the following basis:

A. Any employee moved from part-time to full-time during the summer months, shall receive the beginning full time rate and no other full time benefits. However, at the end of summer when his hours are reduced, his wages shall be readjusted back to that rate being paid at the time of his temporary advancement to full time status. Such employee shall, however, receive credit for the purpose of wage progression for all hours worked from date of hire, including "summer time" hours.

B. The "summer period" shall extend from May 15th until September 15th.

C. Employees used for summer replacement shall not accrue or receive any full time benefits.

D. The Employer shall notify the Union, in writing, of any employee placed on summer waiver.

21.15 The following shall be considered classified employees:

Produce Head
Head Checker/Bookkeeper
Assistant Manager/Head Stocker
Frozen Food/Dairy Department

A frozen food department head is defined as the one employee in a store who manages the operation of the frozen food department under the supervision of the store manager. A dairy department head is defined as the one employee in a store who manages the operation of the dairy department under the supervision of the store manager.

The Employer does not have to have an employee in these classifications where an employee is not assigned or does not perform the total duties of the classifications.

21.16 Attached to and made a part of this contract, wage rates appear under Appendix "A".

ARTICLE 22.
COLLECTIVE BARGAINING

This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargain collectively within the meaning of the National Labor Relations Act as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

1. As to grievances;
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if requested to do so by the Union;
3. If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit.
4. As expressly provided for herein.

ARTICLE 23.
SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota or Wisconsin state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 24.
TERM OF AGREEMENT

This Agreement shall take effect the 15th day of April, 1983, and continue in full force and effect until the 15th day of April, 1985, and thereafter from year to year unless written notice of desire to change, modify,

or terminate the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration.

Dated this _____ day of _____, 19__.

FOR THE EMPLOYER:

FOR THE UNION:

By _____

By _____
Bert A. Harstad, President

AREA RETAIL GROCERS
ASSOCIATION:

By _____

LETTERS OF INTERPRETATION

LETTER NO. 1:

It is understood and agreed that under the Article entitled Union Security, Section 3.4, that no penalty or violation of the contract shall arise unless the Employer has failed to report one or more persons as a new union member on three reporting periods in any six (6) months reporting period sequence. To be considered a violation and subject to any action by the Union under the terms of this collective bargaining agreement which has been executed by the parties, there must be at least three (3) reporting periods in which there is a failure to report during this six months period.

LETTER NO. 2:

It is understood and agreed that Confidential and Office Employees as defined in the National Labor Relations Act are not included as a part of the bargaining unit covered in this Agreement. Office employees are those employees whose primary functions relate to confidential and office duties.

LETTER NO. 3:

RE: WEEKLY MINIMUM

As a part of the contract settlement, it is understood and agreed that, whereas the contract provides for a 15 hour weekly minimum for all employees, if the Employer establishes that an employee was not available for work, the Employer will not be required to provide such employee with the 15 hour weekly minimum. In each instance, the Employer must confirm that an employee was not available for work, in writing, with a copy to the Union.

LETTER NO. 4:

RE: CATEGORY OF STORE

When the Employer demonstrates that the store volume for a twelve (12) month period (whether fiscal or calendar) has reduced to a level commensurate with a lower category the rates of pay shall be established at the appropriate lower levels. Such analysis shall be made and the rates adjusted only once a year..

ADDENDUM
STORE CLOSING

Exclusive of single store operations (one store only of a company or owner within geographical boundaries of this area agreement), this memorandum will be considered effective the first day of the month following the ratification of the collective bargaining agreement.

The Employer and the Union agree as follows:

1. In the event the Employer permanently discontinues operations at a store, whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.
2. A regular full time employee having four (4) or more years of continuous full time employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reason of such discontinuance of operations shall be eligible for severance pay except in the following situations:
 - (a) The employee voluntarily terminates his employment or is discharged for just cause prior to the date operations are discontinued; or
 - (b) The employee is offered employment at the same location by a successor employer or is offered employment at another location by the Employer or any other Company having this collective bargaining agreement with this Union;
 - (c) The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the employee's behalf;
 - (d) The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.
3. For all purposes of this Agreement, a regular full time employee is any employee who averaged twenty-four (24) or more hours during his basic work week for the fifty-two (52) week period immediately preceding his termination of employment and continuous full time employment shall mean employment as a regular full time employee. One (1) week's average pay shall mean one (1) week's pay at the employee's

straight time hourly rate based on his average weekly hours worked during such fifty-two (52) week period.

4. The amount of severance pay for any employee eligible therefore shall be one (1) week's average pay with a maximum of forty (40) hours' pay for each completed year of continuous full time employment in excess of four (4) but not to exceed a maximum of six (6) week's pay. Payment of severance pay shall be subject to any federal or state withholding requirements.

5. Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which vacation pay is paid; provided, that any severance pay shall cease in the event the employee is recalled or offered employment by any Employer who is covered by this collective bargaining agreement with this Union.

6. Upon acceptance of his last payment of severance pay the employee shall lose any and all seniority or recall rights under the collective bargaining agreement with the Union.

7. The Employer shall continue contributions to the Health and Welfare Plan for one month following the employee's termination of employment pursuant to Article 15 of the contract.

8. Except for unemployment compensation and vacation payments due under the collective bargaining agreement, any payment received other than payments provided pursuant to this agreement because of the employee's termination of employment shall be deducted from any severance pay made hereunder.

9. The Employer shall give two (2) weeks' notice in advance of a discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.

10. In consideration of the benefits provided by this agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.

11. The Employer shall have no further obligations or liabilities arising from discontinuance of operations at any store other than as provided under this agreement or under any other collective bargaining agreement with the Union.

In the event the provisions of any other collective bargaining agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

12. This Agreement shall expire one (1) year following the expiration date of the current collective bargaining agreement.

APPENDIX "A" WAGE RATES
CATEGORY I STORES*
Grocery Sales up to \$750,000

<u>POSITION:</u>	<u>4/18/83</u>	<u>4/16/84</u>
Assistant Manager/Head Stocker	\$ 9.18	\$ 9.95.
Produce Manager	\$ 9.18	\$ 9.95
Head Checker/Bookkeeper	\$ 9.08	\$ 9.45
Frozen/Dairy Manager	\$ 8.98	\$ 9.70

Full Time:

1st 6 months	\$ 6.91	\$ 7.26
2nd 6 months	\$ 7.11	\$ 7.47
After 1 year	\$ 7.31	\$ 7.68
After 2 years	\$ 7.74	\$ 8.13
After 3 years	\$ 8.04	\$ 8.44
After 4 years	\$ 8.30	\$ 8.72
After 5 years	\$ 8.53	\$ 8.96

Part Time:

0 - 500 hours	\$ 4.03	\$ 4.23
501 - 1040	\$ 4.21	\$ 4.42
1041 - 1560	\$ 4.45	\$ 4.67
1561 - 2080	\$ 4.76	\$ 5.00
2081 - 2600	\$ 5.25	\$ 5.51
2601 - 3120	\$ 5.83	\$ 6.12
3121 - 3640	\$ 6.42	\$ 6.74
3641 and over	\$ 6.91	\$ 7.26

Part Time Hired After 4/15/83

0 - 500 hours	\$ 3.78	\$ 3.97
501 - 1040 hours	\$ 3.93	\$ 4.13
1041 - 1560 hours	\$ 4.13	\$ 4.34
1561 - 2080 hours	\$ 4.40	\$ 4.62
2081 - 2600 hours	\$ 5.00	\$ 5.25
2601 - 3120 hours	\$ 5.83	\$ 6.12
3121 - 3640 hours	\$ 6.42	\$ 6.74
3641 hours & over	\$ 6.91	\$ 7.26

Utility:

0 - 1040 hours	\$ 3.75	\$ 3.94
1041 - 1560 hours	\$ 3.90	\$ 4.10
1561 hours and over	\$ 4.00	\$ 4.20

Present utility employees who move to the part-time schedule for those hired after April 15, 1983 shall retain their rate until their part-time rate catches the utility rate at which they entered the part-time classification. Thereafter the employee shall progress on the part-time schedule for those hired after April 15, 1983.

CATEGORY II STORES*
Grocery Sales of \$750,000 to \$2 million

<u>POSITION:</u>	<u>4/18/83</u>	<u>4/16/84</u>
Assistant Manager/Head Stocker	\$ 9.96	\$10.86
Produce Manager	\$ 9.96	\$10.86
Head Checker/Bookkeeper	\$ 9.76	\$10.36
Frozen/Dairy Manager	\$ 9.86	\$10.61

Full Time:

1st 6 months	\$ 7.42	\$ 7.79
2nd 6 months	\$ 7.62	\$ 8.00
After 1 year	\$ 7.82	\$ 8.21
After 2 years	\$ 8.28	\$ 8.69
After 3 years	\$ 8.58	\$ 9.00
After 4 years	\$ 8.90	\$ 9.35
After 5 years	\$ 9.16	\$ 9.62

Part Time:

0 - 500 hours	\$ 4.28	\$ 4.49
501 - 1040 hours	\$ 4.46	\$ 4.68
1041 - 1560 hours	\$ 4.71	\$ 4.95
1561 - 2080 hours	\$ 5.10	\$ 5.35
2081 - 2600 hours	\$ 5.66	\$ 5.94
2601 - 3120 hours	\$ 6.25	\$ 6.56
3121 - 3640 hours	\$ 6.92	\$ 7.27
3641 hours and over	\$ 7.42	\$ 7.79

Part Time Hired After 4/15/83

0 - 500 hours	\$ 3.95	\$ 4.15
501 - 1040 hours	\$ 4.10	\$ 4.30
1041 - 1560 hours	\$ 4.31	\$ 4.53
1561 - 2080 hours	\$ 4.70	\$ 4.94
2081 - 3600 hours	\$ 5.36	\$ 5.63
2601 - 3120 hours	\$ 6.25	\$ 6.56
3121 - 3640 hours	\$ 6.92	\$ 7.27
3641 hours & over	\$ 7.42	\$ 7.79

Utility:

0 - 1040 hours	\$ 3.75	\$ 3.94
1041 - 1560 hours	\$ 3.90	\$ 4.10
1561 hours and over	\$ 4.00	\$ 4.20

Present utility employees who move to the part-time schedule for those hired after April 15, 1983 shall retain their rate until their part-time rate catches the utility rate at which they entered the part-time classification. Thereafter the employee shall progress on the part-time schedule for those hired after April 15, 1983.

CATEGORY III STORES
Grocery Sales of over \$2 million

<u>POSITION:</u>	<u>4/18/83</u>	<u>4/16/84</u>
Assistant Manager/Head Stocker	\$11.00	\$12.00
Produce Manager	\$11.00	\$12.00
Head Checker/Bookkeeper	\$10.90	\$11.50
Frozen/Dairy Manager	\$10.80	\$11.75

Full Time:

1st 6 months	\$ 8.10	\$ 8.50
2nd 6 months	\$ 8.30	\$ 8.72
After 1 year	\$ 8.50	\$ 8.93
After 2 years	\$ 9.00	\$ 9.45
After 3 years	\$ 9.30	\$ 9.77
After 4 years	\$ 9.70	\$10.19
After 5 years	\$10.00	\$10.50

Part Time:

0 - 500 hours	\$ 4.62	\$ 4.85
501 - 1040 hours	\$ 4.80	\$ 5.04
1041 - 1560 hours	\$ 5.05	\$ 5.30
1561 - 2080 hours	\$ 5.55	\$ 5.83
2081 - 2600 hours	\$ 6.30	\$ 6.62
2601 - 3120 hours	\$ 6.80	\$ 7.14
3121 - 3640 hours	\$ 7.60	\$ 7.98
3641 hours and over	\$ 8.10	\$ 8.50

Part Time Hired After 4/15/83

0 - 500 hours	\$ 4.25	\$ 4.46
501 - 1040 hours	\$ 4.40	\$ 4.62
1041 - 1560 hours	\$ 4.65	\$ 4.88
1561 - 2080 hours	\$ 5.15	\$ 5.41
2081 - 2600 hours	\$ 6.00	\$ 6.30
2601 - 3120 hours	\$ 6.80	\$ 7.14
3121 - 3640 hours	\$ 7.60	\$ 7.98
3641 hours or over	\$ 8.10	\$ 8.50

Utility:

G - 1040 hours	\$ 3.75	\$ 3.94
1041 - 1560 hours	\$ 4.10	\$ 4.30
1561 hours and over	\$ 4.40	\$ 4.62

Present utility employees who move to the part-time schedule for those hired after April 15, 1983 shall retain their rate until their part-time rate catches the utility rate at which they entered the part-time classification. Thereafter the employee shall progress on the part-time schedule for those hired after April 15, 1983.

BAKERY, DELICATESSEN AND FLORAL DEPARTMENTS

<u>CLASSIFICATION</u>	<u>4/18/83</u>	<u>4/16/84</u>
Head Baker	\$ 7.75	\$ 8.14
Bake-Off Manager	\$ 6.85	\$ 7.19
Donut Fryer, Fryer Helper, Packer-Wrapper, Wrapper, Clean-up and Floral Department:		
Start	\$ 3.75	\$ 3.94
After 6 months	\$ 3.80	\$ 3.99
After 1 year	\$ 3.90	\$ 4.10
After 18 months	\$ 4.00	\$ 4.20
After 24 months	\$ 4.35	\$ 4.57
After 30 months	\$ 4.75	\$ 4.99
After 36 months	\$ 5.30	\$ 5.57

Dough Mixer, Bench Hand, Baker, Oven Person, Decorator,
Bakers Helper:

Start	\$ 4.50	\$ 4.73
After 6 months	\$ 4.75	\$ 4.99
After 1 year	\$ 5.00	\$ 5.25
After 18 months	\$ 5.45	\$ 5.72
After 24 months	\$ 5.90	\$ 6.20
After 30 months	\$ 6.45	\$ 6.77
After 36 months	\$ 7.00	\$ 7.35

This schedule is applicable to the following operations:

Miner's Super One, Superior, WI
Miner's Super One, Hibbing, MN
Miner's Super One, Virginia, MN
Miner's Super One, Cloquet, MN

I.G.A., Duluth, Plaza
I.G.A., Superior, Country Market
I.G.A., Gilbert, Leon's
I.G.A., Chisholm, MN
I.G.A., Hibbing, MN
Red Owl, Hibbing, MN
Red Owl, Virginia, MN

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



006783

August 16, 1983

MAY 31, 1984

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 044-R0003

JUN 26 1984 -R

SECRETARY-TREASURER
UNITED FOOD & COMMERCIAL WORKERS, LOCAL 1116
1775 K STREET NORTHWEST
WASHINGTON, D.C. 20006

2002 London Road
Duluth, MN 55803

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

AREA
DULUTH RETAIL GROCERS ASSN

~~MAY 31, 1984~~ The agreement we have on file expired April 1983.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1200
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

(218) 728-5174
Area Code/Telephone Number

Address

City/State/ZIP Code